

Appendix J

GRANT TERMS AND CONDITIONS

1. PARTIES

The parties to this Grant are the California Air Resources Board (ARB), whose address is 1001 I Street, Sacramento, CA 95814, and (GRANTEE), whose address is _____.

2. GRANTEE

- A. GRANTEE is authorized to do business in the State of California and attests that it is in good tax standing with the California Franchise Tax Board OR
- B. GRANTEE is a State Agency OR
- C. GRANTEE is a public agency (local, federal, special purpose district) OR
- D. GRANTEE is a non-profit organization, estate or trust.

3. RECITALS

GRANTEE agrees to obtain the required licenses, permits, and all other appropriate legal authorizations from all applicable federal, state, and local jurisdictions, and pay all applicable fees.

4. TERM

- A. The term of this Grant is from the date of approval by ARB _____ to 12 months from this date.
- B. It is the intent that all zero emission vehicles funded through the grant will be in use and purchased or leased within 12 months of the date that this Grant Agreement is approved by ARB. No funds will be disbursed for zero emission vehicles leased or purchased after that date.

5. AUTHORIZATION

- A. GRANTEE (other than Air District or local government agency) shall provide a letter signed by the organization's Executive or Chief Executive Officer or provide other documentation that demonstrates that the representative signing this GRANT AGREEMENT is authorized to do so.
- B. GRANTEE that is an Air District or local government agency shall provide a copy of Resolution or letter from Governing Body that demonstrates that the representative signing this GRANT AGREEMENT is authorized to do so.
- C. GRANTEE shall provide a copy of: (1) lease agreement or other contract for the vehicle, (2) signed PAYMENT REQUEST FORM, and (3) documentation that the vehicle will be registered for use in California.

6. REIMBURSEMENT FOR FAILURE TO PERFORM

- A. GRANTEE is obligated through this Grant to keep the zero emission vehicle receiving the grant registered in California and in use in the nonattainment area for a minimum of two years from the date the funded zero emission vehicle is placed in service. Should GRANTEE not fulfill this obligation, GRANTEE shall reimburse ARB for a prorated share of the funds provided for the zero emission vehicle.

FAILURE TO PERFORM is defined as the GRANTEE selling the vehicle, breaking a lease agreement, or removing the vehicle receiving the grant from the nonattainment area where it was originally placed. The prorated share for which GRANTEE will be liable shall be (1) 100% if the FAILURE TO PERFORM occurs within six months of the grant execution, (2) 75% if the FAILURE TO PERFORM occurs between six months and one year.

7. GRANT DISBURSEMENT

- A. GRANTEE may request disbursement of funds upon completion of vehicle purchase. GRANTEE shall submit Payment Request Form, a lease or purchase agreement, and copy of GRANT AGREEMENT number to ARB's Program Manager.
- B. Any costs incurred by GRANTEE prior to grant execution shall be incurred solely at the risk of the GRANTEE. In the event that a formal Grant is not executed, the ARB shall not be liable for any amounts expended in anticipation of a formal Grant. If a formal Grant does result, pre-grant cost expenditures authorized by the Grant will be reimbursed in accordance with the cost schedule and payment provisions of the Grant.
- C. Total amount of this Grant is \$_____. This amount is allocated as follows: (fill in appropriate vehicles and grant amounts)
- D. GRANTEE shall only receive funding disbursement for zero emission vehicles that are actually leased or bought. No administration or operational costs are allowed.

8. INDEMNIFICATION

GRANTEE agrees to hold harmless, indemnify, and defend ARB, its officers, employees, agents, representatives, and successors-in-interest against any and all loss, damage, cost or expenses which ARB, its officers, employees, agents, representatives, and successors-in-interest may incur or be required to pay by reason of any injury or property damage caused or incurred by GRANTEE, its employees, subcontractors, or agents as a result of the performance of this Grant and use of the subject zero emission vehicles.

9. PROJECT MANAGEMENT

Project Managers for GRANTEE and ARB are as follows:

ARB

Name:

1001 I Street

P.O. Box 2815

Sacramento, California 95812

Phone number:

Grantee

Name:

Address:

Phone number:

10. STATEMENT OF WORK

- A. The Statement of Work is attached (Application and Project Proposal)
- B. The GRANTEE shall provide the vehicle identification number for each zero emission vehicle receiving a Grant on the Payment Request Form.

ATTACHMENT A
PAYMENT REQUEST FORM
GRANT AGREEMENT

1. GRANTEE

Grantee Name _____

Street Address _____

City/Zip _____

Contact Person _____

Phone _____

2. Vehicle Information

The following vehicles were purchased or leased:

Vehicle Model Number	VIN	Lease/Purchase Cost
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3. GRANT Agreement Number _____

1. Total Payment Amount Requested _____

2. To the best of my knowledge and belief, data in this Payment Request Form are true and correct.

Signature	Typed Name, Title	Date
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3. Program Manager Approval

Signature	Typed Name, Title	Date
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4. ARB Approval (Accounting Office)

Signature	Typed Name, Title	Date
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